

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2009-36

### A RESOLUTION APPROVING ENTRY INTO AN AMENDMENT TO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR PUBLIC WORKS SERVICES

**WHEREAS**, *Utah Code Ann.* §11-13-5 provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, effective 15 January 2005, the city of Cottonwood Heights (the “City”) and Salt Lake County (the “County”) entered into an interlocal agreement (the “Agreement”) whereunder the County agreed to provide public works services to the City through 30 June 2005 on the terms and conditions specified in the Agreement; and

**WHEREAS**, the Agreement provides, *inter alia*, that the Agreement may be renewed for succeeding one-year periods upon mutual approval of a revised “Exhibit A” to the Agreement; and

**WHEREAS**, the City and the County heretofore have amended and/or renewed the Agreement for the cumulative period of 1 July 2005 through 30 June 2009 pursuant to five successive amendments to and renewals of the Agreement; and

**WHEREAS**, the County has proposed to continue to provide public works services within the City for the period of 1 July 2009 through 30 June 2010 as provided in the proposed “Amendment and Renewal to Agreement for Public Works Services Between Salt Lake County and Cottonwood Heights” (the “Sixth Amendment”); and

**WHEREAS**, the city council (the “Council”) of the City met in regular session on 23 June 2009 to consider, among other things, approving the City’s entry into the Sixth Amendment; and

**WHEREAS**, the Council has reviewed the form of the Sixth Amendment, a photocopy of which is annexed hereto; and

**WHEREAS**, the city attorney of the City has approved the form of the Sixth Amendment as required by *Utah Code Ann.* §11-13-202.5(3); and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Sixth Amendment as proposed in order to make efficient use of the City’s resources;

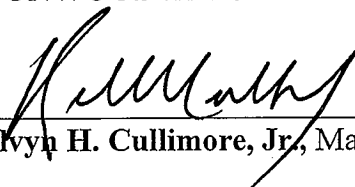
**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the attached Sixth Amendment with the County is hereby approved, and that the City’s mayor and

recorder are authorized and directed to execute and deliver the Sixth Amendment on behalf of the City.


This Resolution, assigned no. 2009-36, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of June 2009.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By   
Kelvyn H. Cullimore, Jr., Mayor



  
Linda W. Dunlavy, Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Gordon M. Thomas	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Don J. Antczak	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Bruce T. Jones	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 23<sup>rd</sup> day of June 2009.

**RECORDED** this 24 day of June 2009.

WST\CH\524847.1

**AMENDMENT AND RENEWAL  
TO  
AGREEMENT FOR PUBLIC WORKS SERVICES  
BETWEEN  
SALT LAKE COUNTY AND COTTONWOOD HEIGHTS**

**THIS AMENDMENT** ("Amendment") to the Agreement for Public Works Services dated January 15, 2005 ("Agreement") is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2009, by and between CITY OF COTTONWOOD HEIGHTS, a body corporate and politic of the State of Utah, hereinafter called "CITY" and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter called "COUNTY", (the COUNTY and the CITY are collectively referred to herein as the "Parties"). This Amendment is to be effective July 1, 2009.

**RECITALS**

- A. The Parties entered into an Agreement, pursuant to the Utah Interlocal Cooperation, for public works services effective January 15, 2005, with respect to providing public works services by COUNTY to CITY.
- B. The Agreement provides, *inter alia*, that the Agreement may be renewed for succeeding one-year periods upon mutual approval of a revised "Exhibit A."
- C. Pursuant to said provisions, the Parties previously renewed the Agreement for the period of July 1, 2005 through June 30, 2006, pursuant to their "First Amendment and Renewal to Agreement for Public Works Services" dated effective July 1, 2005, and have made other further amendments in subsequent years. The Parties hereby amend the original agreement

further to adopt a revised "Exhibit A" reflecting the adjusted contract price for July 1, 2009 through June 30, 2010.

D. The Parties have determined that it is mutually advantageous to continue the Agreement as amended by this document and its reference to the revised "Exhibit A."

### AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the Parties hereto, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. Exhibit "A". The revised "Exhibit A," attached hereto and incorporated by this reference, shall be made part of the Parties' Agreement.
2. The Parties agree that the CITY shall determine the amount of services to be provided by the COUNTY, under "Exhibit A," and the contract amount may accordingly be adjusted to reflect the actual amount of services requested. However, the CITY agrees that it will pay the COUNTY at least that minimum amount in the contract year as is set out in "Exhibit A," in order to cover the COUNTY's base costs of providing CITY services.
3. Terms of Art. Unless otherwise specified in this Amendment, all capitalized "terms of art" or other defined terms in this Amendment shall have the same meanings as in the Agreement.
4. Amendment. Section 12 of the Agreement is amended to extend the term of the Agreement through June 30, 2010, and the reference to "30 June 2005" in section 17(b) of the Agreement is hereby amended to instead refer to "30 June 2010."

5. Renewal. The Parties hereby renew the Agreement, as amended, through June 30, 2010.

6. No Other Modifications. Except as specifically amended above, the Agreement and prior Amendments shall remain unmodified and in full force and effect.

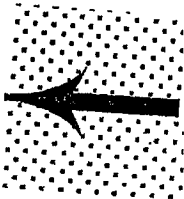
7. Approval by Attorneys. This Amendment shall be submitted to the authorized attorneys for the Parties for approval in accordance with UTAH CODE ANN. § 11-13-9.

IN WITNESS WHEREOF, the Parties do execute this Agreement on the day and year first set forth above.

SALT LAKE COUNTY

APPROVED AS TO FORM  
Salt Lake County District Attorney's Office  
By [Signature]  
Deputy District Attorney  
Date 19 May 2009

By \_\_\_\_\_  
Mayor or Designee



STATE OF UTAH     )  
                              : ss.  
County of Salt Lake    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, Office of \_\_\_\_\_ Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

SEAL

COTTONWOOD HEIGHTS

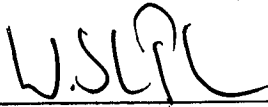
By \_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

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APPROVED AS TO FORM:



\_\_\_\_\_  
William Shane Topham  
Cottonwood Heights City Attorney

**Exhibit A**  
**Cottonwood Heights**  
**Public Works Services Contract**  
**July 1, 2009 - June 30, 2010**

<u>Contract item</u>	<u>Amount</u>
General Road Maintenance	150,000
Snow Removal	400,000
Traffic Analysis	1,000
Sign Maintenance	20,000
Road Striping	36,000
School Flashers	2,000
Street Light Maintenance	20,000
Traffic Signal Maintenance	60,000
Storm Drain Maintenance	63,000
Weed Control	3,000
Small projects (curb and gutter, storm drain, etc.)	25,000
<b>Total General Services</b>	<b>780,000</b>

The minimum contract amount is based on actual costs to purchase, own, operate, and maintain the equipment and materials, and to employ the people necessary, to provide snow removal services in the CITY. The CITY shall pay this minimum contract amount to the County to cover these costs. The minimum contract amount may be adjusted by modifying snow removal routes. Only services provided by Salt Lake County Public Works Operations crews under this agreement and the pavement maintenance agreement will count towards the minimum contract amount. Contracted work (slurry seal, etc.), new traffic signal construction, and work outside the contract are excluded from the minimum contract amount.

Total PW Services Contract Amount	\$ 780,000
Total Pavement Maintenance Contract Amount	\$ 860,000
Grand Total	\$ 1,640,000
Minimum Contract Amount	\$ 1,530,000

Charges from Rocky Mountain Power for electricity on signals, school flashers, street lights is not included and is billed separately.

The CITY shall reimburse the County for the total actual cost of the work performed, including labor, equipment, materials, and indirect costs, if any, as outlined in the contract.